



**Framework:** Collaborative Delivery Framework  
**Supplier:** Jackson Civil Engineering Group Ltd  
**Company Number:** 06778819

**Geographical Area:** EMD  
**Contract Name:** Rolls Royce Emergency Works ECC  
**Project Number:** ENV7006255R

**Contract Type:** Engineering Construction Contract  
**Option:** Option C

**Contract Number:** C25671

**Stage:** Other

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name                      Rolls Royce Emergency Works ECC

Project Number                    ENV7006255R

This contract is made on  
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 and Framework Agreement Extension dated and signed 1st April 2023 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
20240725 NEC4 ECC Derby Rolls Royce Urgent Works V5.doc, dated 25th July 2024.

Part One - Data provided by the *Client*  
Statements given in  
all Contracts

1 General                      The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.

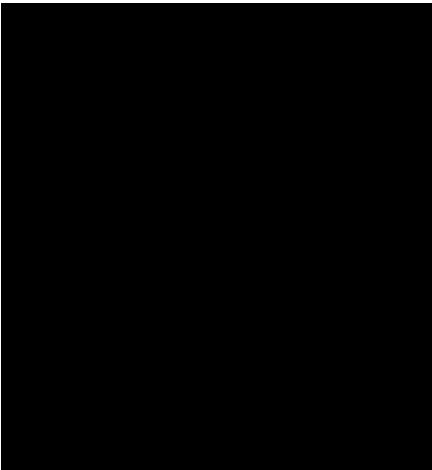
Main Option	Option C	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X15: *Contractor's* design
- X18 Limitation of Liability
- X20: Key Performance Indicators
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *works* are  
  
The erosion protection works at Raynesway (Rolls Royce) in Derby

The *Client* is  
  
Address for communications  
  
Address for electronic communications  
The *Project Manager* is  
Address for communications  
  
Address for electronic communications  
The *Supervisor* is  
Address for communications  
  
Address for electronic communications



The Scope is in  
20240725 NEC4 ECC Derby Rolls Royce Urgent Works V5.doc, dated 25th July 2024.

The Site Information is in  
PCI\_Rolls Royce Embankment Urgent Works\_JCE Main Works\_v3.pdf

The boundaries of the site are  
20240725 NEC4 ECC Derby Rolls Royce Urgent Works V5.doc, dated 25th July 2024

The language of the contract is English

The law of the contract is  
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register  
The Early Warning Register will be jointly developed between the Contractor and the Client's Project Manager

Early warning meetings are to be held at intervals no longer than 2 weeks

## 2 The Contractor's main responsibilities

The key dates and conditions to be met are condition to be met	key date
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The Contractor prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than	4 weeks

## 3 Time

The starting date is	29th July 2024
The access dates are part of the Site	date
Environment Agency staff, systems and information,	29th July 2024
Access to site	29th July 2024

The Contractor submits revised programmes at  
intervals no longer than 4 weeks

The Completion Date for the whole of the works is 8th November 2024

The Client is willing to take over the works before the Completion Date

The period after the Contract Date within which the Contractor is to  
submit a first programme for acceptance is 4 weeks

## 4 Quality management

The period after the Contract Date within which the Contractor is to  
submit a quality plan is 4 weeks

The period between Completion of the whole of the works and the  
defects date is 52 weeks

The defect correction period is 2 weeks except that  
• The defect correction period for is  
• The defect correction period for is

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is £2,402,253.00

The *interest rate* is 2.00% per annum (not less than 2) above the  
Base rate of the Bank of England

The *Contractor's share percentages* and the *share ranges* are

	share range	Contractor's share percentage
less than	80 %	0 %
from	80 % to 120 %	as set out in Schedule 17
greater than	120 %	as set out in Schedule 17

6 Compensation events

The place where weather is to be recorded is Watnall, Nottingham

The *weather measurements* to be recorder for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

The *weather measurements* are supplied by Met Office

The *weather data* are the records of past weather measurement for each calendar month

which were recorded at Watnall, Nottingham

and which are available from Met Office

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

Jan	Jul
Feb	Aug
Mar	Sep
Apr	Oct
May	Nov
Jun	Dec

- These are additional compensation events
1. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
  2. Environmental Constraints preventing access to site
  3. Work area flooded from a main river source
  4. Water levels exceed 1:10 AEP at nearest level monitor
  5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 1 'not used'
- 2 'not used'
- 3 'not used'

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for [REDACTED]

[REDACTED]

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

not less than the amount required by law

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

**Resolving and avoiding disputes**

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

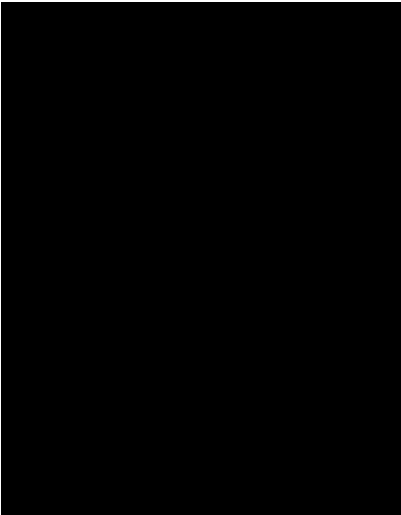
Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications



Address for electronic communications

The *Adjudicator nominating body* is



**Z Clauses**

**Z3 Prevention: No change to prices**

Delete first sentence of clause 62.2 and replace with:  
"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor*. Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contractor*.  
Delete "The" At start of clause 63.1 and replace with:  
"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

**Z 4 The Schedule of Cost Components**

The Schedule of Cost Components is as detailed in the Framework Schedule 9.

**Z 6 Payment for Work**

Delete existing clause 11.2 (31) and replace with:  
"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee. In all instances and circumstances the Price for Work Done to Date shall not exceed the forecast for the same as provided under clause 20.4."

**Z7 Contractor's share**

After c\54.2 and before c\54.3, insert the following additional clause:  
54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

**Z10 Payments to subcontractors, sub consultants and**

Subcontractors  
The *Contractor* will use the NEC4 contract on all subcontracts for works unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3. Payment to subcontractors will be 28 days from the assessment date.  
If the *Contractor* does not achieve payments within these timescales then the Client reserves the right to delay payments to the Contractor in respect of subcontracted work, services or goods. Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

**Z16 Disallowed Costs**

Add the following bullets to clause 11.2 (26) Disallowed costs  
• was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.  
• was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement Plan.  
• was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

**Z21 Requirement for Invoice**

Add the following sentence to the end of clause 51.1:  
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.  
Delete existing clause 51.2:  
51.2 Each certified payment is made by the later of  
• one week after the paying Party receives an invoice from the other Party and  
• three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.  
If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

**Z22 Resolving Disputes**

Delete W2.1

**Z23 Risks and insurance**

Replace clause 84.1 with the following  
Insurance certificates are to be submitted to the Client on an annual basis.

**Z31 ECC – Price Adjustment for Inflation**

The *Client* recognises the ongoing pricing uncertainty with regards to inflation. The *Client* will mitigate this uncertainty through this clause.

Z31.1 Defined terms:

- a) The index is Office for National Statistics (ONS) CPI (UK, 2015=100).
- b) The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.
- c) The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.
- d) The Price Adjustment Factor (PAF) at each date of assessment of an amount due is  $0.9((L-B)/B)$ .

Z31.2 Application rules.

The provisions of this clause [Z31] shall apply provided that:

- a) The Price for Work Done to Date is less than or equal to the total of the Prices and
- b) Inflation remains positive i.e. L is greater than B.

Z31.3 Price Adjustment Factor.

If an index is changed after it has been used in calculating a PAF, the calculation is not changed. The PAF calculated at the last assessment date before the Completion Date for the whole of the *works* is used for calculating an amount for price adjustment after that date.

Z31.4 Price adjustment Options A and B.

**NOT USED**

Z31.5 Price adjustment Options C and D.

Each time the amount due is assessed, an amount for price adjustment is added to the total of the Prices which is the change in the Price for Work Done to Date since the last assessment of the amount due multiplied by  $(PAF/(1+PAF))$ .

Z31.6 Compensation events.

**NOT USED**

## Secondary Options

**OPTION X2: Changes in the law**

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

### OPTION X7: Delay damages

**X7 only** Delay damages for Completion of the whole of the works are Nil per day

**OPTION X10: Information modelling**

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is \_\_\_\_\_

The minimum amount of insurance cover for claims made against the *Contractor* arising from the exercise of the *Contractor's* skill and care normally used by professional providing information similar to the Project of each claim

The period following Completion of the whole of the *works* or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and

**OPTION X15: The *Contractor's* design**

The *period for retention* following Completion of the whole of the *works* or earlier termination is

The minimum amount of insurance cover for claims made against the *Contractor* shall be the minimum amount of skill and care normally used by professionals designing works similar to the *works*.

The period following Completion of the whole of the *works* or earlier termination for reasons other than those set out in clause 17.1 shall be the period for which the Contractor maintains insurance for claims made against it arising out of its failure to use the services of the Employer's Engineer.

**OPTION X18: Limitation of liability**

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

For any one event, the *Contractor's* liability to the *Client* for loss or damage to the C

The *Contractor's* liability for Defects due to its design which are not listed on the Def

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the *Contract*, other than excluded matters, is limited to

The *end of liability date* is 6 years after the Completion of the whole of the works

**OPTION X20: Key Performance Indicators (not used with Option X12)**

The *incentive schedule* for Key Performance Indicators is in Schedule 17.

A report of performance against each Key Performance Indicator is provided at intervals of 3 months.

**Y(UK2): The Housing Grants, Construction and Regeneration Act 1996**

The period for payment is 14 days after the date on which payment becomes due

**Y(UK3): The Contracts (Rights of Third Parties) Act 1999**

term

*beneficiary*



## Part Two - Data provided by the *Contractor*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### 1 General

**The *Contractor* is**

Name

Address for communications

Address for electronic communications

The *fee percentage* is

The *working areas* are

The site, compound area, any temporary storage areas, regic

The *key persons* are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

The *key persons* are

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

The *key persons* are

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

The *key persons* are

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

Presence of crayfish and requirement for a license to transpo

**2 The Contractor's main responsibilities**

The Scope provided by the *Contractor* for its design is in

**3 Time**

The programme identified in the Contract Data is

Derby Rolls Royce CI31

**5 Payment**

The *activity schedule* is

**Resolving and avoiding disputes**

**X10: Information Modelling**



The *information execution plan* identified in the Contract Data is

# Contract Execution

*Client execution*

Signed Underhand by **[GREG OAKES]** for and on behalf of the Environment Agency

[Redacted Signature]

Signature	Date	Role
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*Contractor execution*

*Signed Underhand by [PRINT NAME]* for and on behalf of Jackson Civil Engineering

[Redacted Signature]

Signature	Date	Role
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